

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

FRATERNAL ORDER OF POLICE)
LODGE 74,)
Petitioner,)
v.)
CITY OF CRETE, A Political)
Subdivision of the State of Nebraska,)
Respondent.)

Case No. 1338

FINDINGS AND ORDER

NEBRASKA COMMISSION
OF INDUSTRIAL RELATIONS
FILED

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CLERK

APPEARANCES:
For Petitioner

Gary L. Young
Keating, O'Gara, Nedved & Peter, PC, LLO
530 South 13th Street, Ste 100
Lincoln, NE 68508

For Respondent

William A. Harding
Harding & Shultz, P.C., L.L.O.
121 South 13th Street
P.O. Box 82028
Lincoln, NE 68501

Before Commissioners Spray, Lindahl, and Pillen

NATURE OF THE CASE

On July 26, 2013, the Fraternal Order of Police Lodge #74 ("Union" or "Petitioner") filed a Petition pursuant to NEB. REV. STAT. § 48-818(1) (Cum.Supp. 2012) seeking a determination of wages and benefits for the contract period of July 1, 2013 through June 30, 2014. Petitioner is a labor organization representing three job classifications consisting of regular full-time and part-time employees of the City of Crete ("City" or "Respondent", together with Petitioner, the "Parties"), a political subdivision of the State of Nebraska. This case is the first determination of wages and benefits by the Commission since the amendment of the Industrial Relations Act (the "Act") effective October 1, 2011 by LB 397, 102nd Leg., 1st Sess. (Neb. 2011).

On August 14, 2013, Petitioner filed an Amended Petition to correct the title of one job classification in the bargaining unit. Respondent filed its Amended Answer on August 14, 2013, arguing that the contract period in dispute should be October 1, 2012 through September 30,

2013. Pursuant to § 48-813(2), Petitioner filed its report of the rejection of Respondent's final offer on August 22, 2013, and Respondent filed its report of the rejection of Petitioner's final offer on August 23, 2013.

Throughout the pendency of the case, the Parties filed several joint stipulations with the Commission. The Parties filed a joint stipulation on October 4, 2013, agreeing that the period in dispute is October 1, 2012 to September 30, 2013. On October 28, 2013, the Parties stipulated to the array, which includes the Nebraska cities of Beatrice, Fairbury, York, Nebraska City, Schuyler, Falls City, and Wayne, as well as agreeing that working conditions were similar in all agreed-upon cities. On November 13, 2013, the parties agreed that the period in dispute did not fall within a recession as defined by § 48-818(2)(j)(ii). The parties also submitted a Joint Stipulation for Trial on December 5, 2013 as well as an amended Joint Stipulation for Trial on February 7, 2014, agreeing to several issues including almost all fringe benefits.

Trial in this matter was held on February 10 and 11, 2014 before Commissioners Spray, Lindahl and Pillen as required by § 48-804(3). Post-trial briefs were received March 10, 2014 and Reply Briefs received March 24, 2014. The case has been deemed submitted.

DISCUSSION

Evidence Presented

NEB. REV. STAT. § 48-818(2)(g) (Cum.Supp. 2012) details the evidentiary standard to be used in wage cases for all public employers except school districts and those subject to the State Employees Collective Bargaining Act. This section provides that the Commission shall not be bound by the usual common law or statutory rules of evidence or technical or formal rules of procedure except those adopted by rule pursuant to § 48-809, which authorizes the Commission to adopt its own rules to govern its proceedings and to require the observance of the Nebraska Rules of Evidence in all cases except otherwise provided by statute. Commission Rule 37 adopts the reasonably prudent person standard in cases where the Nebraska Rules of Evidence are not required to be observed. Prior to the adoption of LB 397, the Commission would have been required to follow the Nebraska Rules of Evidence under § 48-809 in this proceeding. All evidence was received under the revised evidentiary standard.

Array

As noted previously, the parties agreed to the following array of Nebraska cities prior to trial: Beatrice, Fairbury, York, Nebraska City, Schuyler, Falls City, and Wayne. Under § 48-818(2)(b) (Cum.Supp. 2012), the following criteria must be adhered to when the Commission establishes an array:

- 1) Geographically proximate and Nebraska public employers are preferable;
- 2) The preferred array size is seven to nine members, and the array can be as few as five if all array members are Nebraska employers,;
- 3) The Commission shall not require a balanced number of larger or smaller employers or a balanced number of Nebraska or out-of-state employers; and
- 4) If the public employer before the Commission is located in a metropolitan statistical area, then only one public employer from another metropolitan statistical area can be included in the array.

Parties are free to stipulate to an array member that does not meet these criteria, and are free to agree to less than seven or more than nine array members. § 48-818(2)(b)(iv). Additionally, Nebraska public employers are presumed to provide same or similar working conditions unless the evidence establishes otherwise. § 48-818(2)(c)(i).

The Commission shall include mutually agreed upon members in the array. § 48-818(2)(b)(ii). Because the parties have stipulated to all members of the proposed array and no other public employers were presented for consideration, we therefore find that the array shall include the Nebraska cities of Beatrice, Fairbury, York, Nebraska City, Schuyler, Falls City, and Wayne. Since the array consists of Nebraska employers, all array members are presumed to provide the same or similar working conditions.

Hourly Rate Value

NEB. REV. STAT. § 48-818(2)(h) (Cum.Supp. 2012) requires that the Commission determine the value of defined benefit and defined contribution retirement plans and health insurance or health benefit plans to include in the total compensation of bargaining unit employees. Value is determined by calculating the hourly rate value (“HRV”) of each benefit, which is then combined with wages to show the overall compensation for an employee in a particular job classification. We will discuss our determination of each HRV below.

Retirement HRV

Crete and the members of the array offer its employees a defined contribution retirement plan. Section 48-818(2)(h)(iii) states that the HRV for defined contribution retirement plans shall be established upon comparison of employer contributions. Additionally, defined benefit plans and defined contribution plans cannot be compared to each other when determining the retirement HRV. § 48-818(2)(h)(v). Since all array members offered employees a defined contribution plan and only one member also offered a defined benefit plan, only the defined contribution plans in the array were comparable to Crete for purposes of calculating the retirement HRV.

Prior to trial, the parties stipulated to the amount of employer contributions to the defined contribution plans as being 6%. Petitioner's expert, John Cripe, testified that he performed a basic calculation of multiplying the minimum and maximum wage in Crete and each array city by the 6% contribution percentage of pension to determine the retirement HRV. (159:10-160:3). The calculation was also performed by Respondent's expert, Sheila Shukei, in the same manner. Following this method, the retirement HRV shall be as follows:

Retirement HRV:

- 1) Police Officer: minimum \$0.97, maximum \$1.34.
- 2) Police Sergeant: minimum \$1.19, maximum \$1.54.
- 3) Telecommunicator: minimum \$0.76, maximum \$1.04.

Health Insurance HRV

Prior to trial, the parties came to agreement on the dollar amount of monthly health insurance premiums paid by Crete and each member of the array. The parties also agreed to use 2080 scheduled hours of work per year for employees in the bargaining unit and each array member when calculating the HRV. However, the parties are in disagreement as to how the health HRV should ultimately be calculated based upon the language of the statute.

Section 48-818(h)(i) states that each array member and the public employer at issue shall provide the most recent copies of their health insurance plans or health benefit plans with associated employer and employee costs, as well as information regarding premium equivalent payments and contributions to health savings accounts. The array and public employer should

also indicate which plans are most used, as the most used plans are those which shall be used for comparison. Under § 48-818(2)(h)(iv), the hourly rate value for health insurance is determined based upon the public employer's premium payments, premium equivalent payments, and employer/employee contributions to health savings accounts. In their briefs, each party sets forth its proposed method of calculation of the health HRV.

Petitioner's methodology begins with collecting data on each health care plan offered in Crete and the array during the period in dispute, as well as collecting associated employer/employee costs, premium equivalent payments and contributions to Health Savings Accounts (HSA). Next, Petitioner's experts determined which health insurance plans were the "plans most used" as required by § 48-818(2)(h)(i). Petitioner contends that this language is not ambiguous and complying with the requirement is straightforward. To determine the "plan most used," Petitioner's expert, Paul Essman, testified that Crete and five of the seven array cities offer its employees one health plan. The remaining two cities offer their employees two plans: a standard Blue Cross plan and an HSA high deductible plan. Mr. Essman determined which plan was most used by comparing the utilization rate of each plan offered in the two cities. The plan with the highest utilization rate was deemed the "plan most used" for purposes of calculating the HRV for that array member. Finally, premium payments of the array cities and Crete are converted to an hourly rate value. Mr. Cripe testified that he first determined the number of employees in each array city which chose a particular coverage option in a health insurance plan—single, family or 2/4 party coverage. Monthly premium payments are then multiplied by the utilization rates of each coverage option for each job classification, then multiplied by twelve to find an annual rate, then the annual rate is divided by 2080 scheduled hours of work per year to find the HRV for each job classification. After finding the hourly rate, the mean, median, and midpoint is calculated. This midpoint is the final component to be combined with the base hourly wage and the retirement HRV to find the total compensation of the Sergeant, Police Officer, and Telecommunicator positions in each array city and Crete.

Respondent's calculation of the health HRV is similar to Petitioner in that a monthly rate is multiplied by twelve to find an annual rate, then the annual rate is divided by 2080 scheduled hours of work per year to find the health HRV for each job classification. However, Respondent contends that the term "plans most used" in § 48-818(2)(h)(i) is ambiguous and that the term "plan" in § 48-818 should be interpreted to mean "coverage." This interpretation results in the

HRV being established based upon the coverage chosen most often by the employees in the bargaining unit, which in Crete would be the single premium during the year in dispute. Respondent argues that because Crete's "plan most used" is single coverage, then comparing only the single coverage value for Crete with the single coverage value for each array member would result in an "apples to apples" comparison. Ms. Shukei multiplied the monthly single premium payments paid in Crete by the number of employees who chose the single premium, regardless of job classification. In Crete, 11 of 13 employees who chose health coverage chose the single coverage option. The monthly premium payment is multiplied by 12 to find an annual rate, then the annual rate is divided by 2080 scheduled hours of work per year to find the health HRV for Crete. Ms. Shukei then followed the same process for each array member based upon the number of their employees who chose the single premium. Finally, Ms. Shukei calculated the mean, median, and midpoint, with the midpoint combined with the midpoint of the base hourly wage and the retirement HRV to find the total compensation recommended by Respondent for each job classification.

The Nebraska Supreme Court has stated that "In reading a statute, a court must determine and give effect to the purpose and intent of the Legislature as ascertained from the entire language of the statute considered in its plain, ordinary, and popular sense." *Fisher v. Payflex Systems USA, Inc.*, 285 Neb. 808 (2013); *International Union of Operating Engineers Local 571 v. City of Plattsmouth*, 265 Neb. 817 (2003). Although this Commission is not a court, we must attempt to ascertain the meaning of these terms as this is a case of first impression under the new law. We must also "give statutory language its plain and ordinary meaning and will not resort to interpretation to ascertain the meaning of statutory words which are plain, direct, and unambiguous." *Davis v. Fraternal Order of Police Lodge No. 8*, 15 Neb.App. 470 (Neb.App. 2007).

The legislative history of LB 397 gives no indication of the Legislature's definition of the word "plan" and the term is not defined in the Industrial Relations Act. However, we do not believe that the Legislature meant "plan" in any other way than what is the most plain, ordinary and reasonable meaning- that "plan" is referring to the overall health insurance plan type, such as a PPO or High Deductible plan, and not the narrow term "coverage" used to describe the inclusion options, such as single or family coverage. We agree with Petitioner that the term "plan most used" is straightforward. Giving this term the meaning suggested by Respondent would

create quite a confusing situation should the case before us involve an employer which offered its employees more than one health insurance plan. In fact, the evidence shows that two array cities in the present case offer their employees two health plans with coverage options, while every other array member including Crete only offers employees one health plan with coverage options. We do not believe that the Legislature intended for the Commission to interpret “plan most used” differently for every case. Instead, we believe that the Legislature intended to create a consistent method of calculation for all wage cases that come before the Commission. If a city offers only one health plan, then that plan must be considered the “most used” plan. In cities which offer multiple health plans, the utilization information of each health plan can be used to determine which plan is the most used plan in that array city. Interpreting “plan” as meaning “plan” and not “coverage” seems the only way to see the true and most complete picture of what a city is contributing for its employees’ health insurance.

Following this reasoning, the health HRV shall be calculated as proposed by Petitioner. Per the language of § 48-818(2)(h)(iv), the health HRV shall include all costs, including any HSA contributions. Based on the evidence presented, we find that the health HRV for each job classification is as follows:

Health HRV:

- 1) Police Officer: \$5.74.
- 2) Police Sergeant: \$6.01.
- 3) Telecommunicator: \$4.64.

Total Compensation

Section 48-818(1) gives the Commission jurisdiction to establish rates of pay and conditions of employment that are comparable to the prevalent wage rates paid for same or similar work of workers with same or similar skills under same or similar working conditions. With the enactment of LB 397, the Commission must take into account an employee’s overall compensation, which includes wages, health insurance and pension benefits when determining the comparable wages for employees within a bargaining group.

Prior to trial, the parties agreed to the unadjusted wages and pay line progression for all three job classifications. Based upon the stipulated evidence, we find that the unadjusted minimum and maximum base wage for each job classification is as follows:

Base Wages:

- 1) Police Officer: minimum \$16.32, maximum \$22.37.
- 2) Police Sergeant: minimum \$19.89, maximum \$25.73.
- 3) Telecommunicator: minimum \$12.62, maximum \$17.33.

An employee's total compensation is the base wage rate plus the retirement HRV and health HRV. This total minimum and maximum HRV is calculated for each array member in order to find the mean, median and midpoint minimum and maximum HRV for each job classification in the array. The same calculation is done for Crete, and this minimum and maximum HRV is compared to the midpoint minimum and maximum HRV of the array to determine whether employees in Crete are receiving comparable total compensation. Tables 10, 11 and 12 illustrate the final calculation of the total compensation received for the three job classifications within the bargaining unit in the city of Crete. We find that the total compensation for Police Officers, Police Sergeants, and Telecommunicators in the city of Crete fall below the midpoint of total compensation within the array.

When determining the wages to be ordered, we look to NEB. REV. STAT. § 48-818(j) (Cum.Supp. 2012) for guidance in issuing an order to increase or decrease base wage rates. Section 48-818(j)(ii) states that the Commission shall determine whether a classification's total HRV falls within a 98%-102% range of the array's midpoint. If a job classification's total HRV falls within the 98% -102% range, then the Commission shall order no change in base wage rates. If the total HRV is less than 98% of the midpoint, then base wage rates are increased to 98% of the midpoint. If the total HRV is less than 93% of the midpoint, the Commission shall enter an order increasing base wage rates to 98% of the midpoint in three equal annual increases. Increases and decreases to base wage rates shall be retroactive to the beginning of the contract year in dispute. § 48-818(j)(i).

Police Officers in Crete are found to have a minimum total HRV of \$20.45 and a maximum total HRV of \$26.70, which is below 93% of the midpoint of the array- \$21.29

minimum and \$27.45 maximum. We therefore order that the minimum and maximum base wage rate for Police Officers be increased in three equal annual increases. The annual increase is determined by finding the difference between the 98% market total HRV and Crete's total HRV for Police Officers, which is \$1.98 for the minimum total HRV and \$2.23 for the maximum total HRV, and then dividing this rate by three to find the three year allowance of \$0.661 for the minimum and \$0.743 for the maximum. Based upon these calculations, we therefore order that Police Officers at Crete shall receive a minimum base pay rate of \$16.32 plus \$0.661 first year allowance and a maximum base pay rate of \$22.37 plus \$0.743 first year allowance as of the contract date, October 1, 2012. The minimum base wage shall be increased by \$0.661 and the maximum base wage rate shall be increased by \$0.743 as of October 1, 2013 and October 1, 2014. See Table 13.

Next, Police Sergeants in Crete are found to have a minimum and maximum total HRV of \$23.83 and \$28.49, which falls below 93% of the midpoint of the array- \$24.78 and \$30.16. We therefore order Police Sergeants at Crete shall receive a minimum base pay rate of \$19.89 plus \$0.759 first year allowance and a maximum base pay rate of \$25.73 plus \$1.097 first year allowance as of the contract date, October 1, 2012. The minimum base wage shall be increased by \$0.759 and the maximum base wage rate shall be increased by \$1.097 as of October 1, 2013 and October 1, 2014. See Table 14.

Finally, Telecommunicators in Crete are found to have a minimum total HRV of \$15.77 and a maximum total HRV of \$21.82. The minimum total HRV falls below 93% of the midpoint of the array- \$16.60. We therefore order that the minimum base wage rate for Telecommunicators in Crete shall be \$12.62 with a first year allowance of \$0.574 as of the contract date, October 1, 2012, with annual increases of \$0.574 as of October 1, 2013 and October 1, 2014. The maximum total HRV for Telecommunicators is \$21.82, which is above the 93% of the array midpoint of \$21.42, but below the 98% of the array midpoint of \$22.57. As we previously noted, § 48-818(j)(ii) states that if a total HRV is less than 98% of the midpoint, then the base wage rate is increased to 98% of the midpoint. We therefore order that the maximum base wage rate for the Telecommunicator position in Crete be increased in one installment from \$17.33 to \$22.57. See Table 15.

Wage Administration

In the Joint Stipulation for Trial dated December 5, 2013, the parties agreed to the pay plan format for each job classification in the array. Based on that stipulation, we therefore order the following:

- 1) Police Officer: Step pay plan with 8 steps from minimum to maximum; 7 years, 6 months of service from minimum to maximum, with the first step as a 6 month step and remaining steps each being one year with mathematically even percentages of income between each step. See Table 16.
- 2) Police Sergeant: Step pay plan with 8 steps from minimum to maximum; 7 years, 4 months of service from minimum to maximum; first step shall be a 4 month step with remaining steps each being one year with mathematically even percentages of income between each step. See Table 17.
- 3) Telecommunicator: Step pay plan with 8 steps from minimum to maximum; 7 years, 4 months of service from minimum to maximum; first step shall be a 4 month step and the remaining steps shall each be one year with mathematically even percentages of income between each step. See Table 18.

Currently, movement along the pay line in Crete is based upon an employee's years of service. We find that it is prevalent for Crete to continue that practice. Respondent shall place the Police Officer, Police Sergeant and Telecommunicator on the pay plan based upon an employee's years of service at a step for which such employee has qualified by time in service of the contract date, October 1, 2012.

Fringe Benefits

In determining the comparability of fringe benefits, the Commission must determine whether a certain benefit is prevalent in the chosen array:

Prevalent shall be determined as follows: (i) For numeric values, prevalent shall be the midpoint between the arithmetic mean and the arithmetic median. For fringe benefits, prevalent shall be the midpoint between the arithmetic mean and the arithmetic median as long as a majority of the array members provide the benefit; and (ii) for nonnumeric comparisons, prevalent shall be the mode that the majority of the array members provide if the compared-to benefit is similar in

nature. If there is no clear mode, the benefit or working condition shall remain unaltered by the commission.

NEB. REV. STAT. § 48-818(2)(d) (Cum.Supp. 2012).

Section 48-818(2)(f) states that all economic items shall be valued even if the year in dispute in question has expired. Benefits are ordered to be increased or decreased back to the beginning of the year in dispute. § 48-818(2)(j)(i). Finally, the Commission shall provide an offset to the public employer when a lump-sum payment is due because benefits were paid in excess of the prevalent as determined under § 48-818(2)(d) or when benefits were paid below the prevalent as so determined but wages were above prevalent. § 48-818(j)(iv).

In its Joint Stipulation for Trial filed December 5, 2013, the parties agreed to the prevalence of the applicable benefits for the parties during the period in dispute. The Commission shall make its determinations based upon this stipulated evidence and shall address any non-agreed upon benefits below.

Dental Insurance

The parties agree that dental insurance is a prevalent benefit in the array. However, the parties disagree as to whether it is prevalent for the employer to contribute to the cost of dental insurance for employees. Based upon our examination of the evidence, three of the seven array members contribute to the cost of employee dental insurance, three do not contribute, and one array member, Wayne, does not offer dental insurance as a benefit. Under our prevalence analysis, Wayne is not applicable and creates a bi-modal result with 3 “yes” array cities and 3 “no” array cities. As there is no clear mode, the benefit remains unchanged. We therefore order that Crete continue to provide dental insurance to its employees and continue to contribute to its cost.

Insurance Premiums Paid by Employer and Employee

The Commission has always determined comparability of life, dental, and health insurance by comparing the percent of the insurance premium to be paid by the employer and employee. See *Professional Firefighters Ass’n of Omaha, Local 385, AFL-CIO CLC v. City of Omaha*, 16 CIR 408 (2011); *International Ass’n of Firefighters, Local Union No. 647 v. City of*

Grand Island, 15 CIR 324 (2007); *Local Union No. 571, International Union of Operating Engineers AFL-CIO v. County of Douglas*, 15 CIR 203 (2006); *General Drivers & Helpers Union Local 554 v. County of Gage*, 14 CIR 170 (2003). The passage of LB 397 changed this treatment for health insurance, as it is excluded under § 48-818(2)(i) from a prevalence determination along with health benefit plans, defined benefit retirement plans and defined contribution retirement plans. Life insurance and dental insurance were not excluded from prevalence determination under § 48-818(2)(i). As such, the following benefits will be considered using the prevalence determination of § 48-818(2)(d):

- 1) Life Insurance Percent of Premium Paid
- 2) Dental Insurance Percent of Premium Paid

In their Stipulation for Trial, the parties agreed that the City shall provide employees with life insurance coverage in the amount of \$19,375, and that the City shall pay 100% of the premium cost up to \$7.29 per month. The parties are free to agree to whatever insurance premium dollar amounts they wish during negotiations. However, the Commission shall adhere to the above rule and only order the percentage of employer contribution, if applicable, towards the cost of life and dental insurance.

Sick Leave, Vacation, and PTO

During the year in dispute, Crete offered its employees a Paid Time Off (PTO) bank with no distinct sick leave or vacation hours. Any earned PTO in Crete could be used for any purpose at any time scheduling allowed. The parties have agreed to abolish the PTO bank and establish separate time banks for vacation and sick leave, which is the practice within the array. The annual accrual rate for sick leave shall be 99 hours per year. Vacation shall be accrued from the first day of employment based upon the accrual schedule set forth in Table 35, with a maximum annual carryover of 281 hours.

Crete also offered its employees the use of personal leave. The parties have agreed that personal leave is not prevalent in the array and should therefore be discontinued. Therefore, it shall be ordered that Crete no longer offer employees the use of personal leave.

The parties disagree as to what should be done with any PTO earned by an employee during the year in dispute. Crete established a PTO accrual system, starting employees with 96 hours during the first year and setting a maximum annual accrual of 240 hours. Additionally, Crete gave its employees personal leave- 24 hours for 8-hour shifts, 30 hours for 10-hour shifts. At trial, Petitioner's expert Mr. Essman described his recommendation for providing credit for leave hours provided to employees in Crete. To compare the PTO and personal leave with market benefits for vacation and sick leave, Mr. Essman added the vacation hours and sick leave hours provided to market employees, calculated a midpoint, and then compared those numbers to the total PTO and personal leave possible for a Crete employee in any given year. Mr. Essman then calculated the difference between the total PTO and personal leave for an employee in Crete and the midpoint number of hours in the array to determine the number of hours that a Crete employee could not, or had no opportunity to, spend during the year in dispute. (80:9-17).

We find that this is a fair method of determining what should be done with any earned PTO and personal leave for Crete employees. See Tables 30 and 31. Because the year in dispute is over, it is possible for Crete to determine how much PTO an employee actually used and what hours an employee worked on their shifts to calculate whether a particular employee should be credited for the difference in benefit. Therefore, Respondent shall calculate any amount due to a particular employee based upon that employee's actual time worked and any PTO or personal time utilized during the year in dispute.

Comparable Fringe Benefits

The following fringe benefits currently received by Petitioner's members shall remain unchanged because they are comparable to the prevalent fringe benefits received by comparable members in the array:

- 1) Longevity Pay. See Table 19.
- 2) Call In Pay. See Table 21.
- 3) Shift Differential Pay. See Table 22.
- 4) Specialty Pay. See Table 24.
- 5) Court Attendance Pay. See Table 25.
- 6) Holiday Pay- Scheduled and Called In. See Table 26.
- 7) Overtime- Leave Time Counted as Time Worked. See Table 28.

- 8) Meal Time Considered Work Time. See Table 29.
- 9) Personal Days. See Table 32.
- 10) Time Bank. See Table 33.
- 11) Vacation Leave from First Day of Employment. See Table 34.
- 12) Additional Paid Leave. See Table 44.
- 13) Employee Assistance Program. See Table 45.
- 14) Wellness Program. See Table 46.
- 15) Funeral Leave- Immediate Family. See Table 48.
- 16) Funeral Leave- Time Allowed. See Table 48.
- 17) Disability Plans- Long Term Disability. See Table 49.
- 18) Life Insurance- Percent of Premium Paid. See Table 50.
- 19) Vision Insurance. See Table 51.
- 20) Union Dues Check Off. See Table 53.
- 21) Educational Assistance. See Table 54.
- 22) Uniforms. See Table 55.
- 23) Law Enforcement Equipment Provided. See Table 56.

Non-Comparable Fringe Benefits

The Commission determines that, based upon the array, the following findings on fringe benefits are sufficiently different from the fringe benefits currently received by Petitioner's members. These differences shall be adjusted as to the following fringe benefits:

- 1) On Call Pay: Offer on call pay. See Table 20.
- 2) Out of Class Pay: Eliminate out of class pay. See Table 23.
- 3) Holidays: Number reduced from 11.5 to 10. See Table 26.
- 4) Compensatory Time: Allowed with ability to bank 128.17 hours. See Table 27.
- 5) Vacation: Establish annual accrual of hours. See Table 35.
- 6) Vacation: Allow annual maximum accumulation of 281 hours. See Table 36.
- 7) Vacation: Allow conversion to cash upon Resignation, Dismissal, Retirement, and Death. See Table 37.
- 8) Sick Leave: Earn 99 hours per year with maximum accumulation of 991 hours. See Table 38.

- 9) Sick Leave: Spouse, Parents, In-Laws, Child, Grandchild, Siblings. See Table 39.
- 10) Sick Leave: 50% conversion to cash upon Retirement and Death. See Table 40.
- 11) Sick Leave: Additional hours earned beyond maximum annual accumulation cannot be applied to vacation or converted to cash. See Table 41.
- 12) Light Duty Policy: Eliminate. See Table 42.
- 13) Injury Leave: Eliminate separate injury leave policy. See Table 43.
- 14) Funeral Leave: Allow 1 day funeral leave for Secondary. See Table 47.
- 15) Disability Plans: Eliminate short term disability. See Table 49.
- 16) Dental Insurance Paid by Employer: Decreased from 61.9% to 31.9% for Family and decreased from 100% to 38% for Single. See Table 52.

IT IS THEREFORE ORDERED that for the October 1, 2012 through September 30, 2013 contract year, the following shall be effective as of October 1, 2012:

- 1) Police Officer wages for the October 1, 2012 through September 30, 2013 contract year shall be as follows: minimum base wage rate shall be increased from \$15.44 to \$16.32, with an annual allowance of \$0.661 due on October 1, 2012, October 1, 2013, and October 1, 2014. The maximum base wage rate shall be increased from \$21.24 to \$22.37, with an annual allowance of \$0.743 due on October 1, 2012, October 1, 2013, and October 1, 2014.
- 2) Police Sergeant wages for the October 1, 2012 through September 30, 2013 contract year shall be as follows: minimum base wage rate shall be increased from \$19.22 to \$19.89, with an annual allowance of \$0.759 due on October 1, 2012, October 1, 2013, and October 1, 2014. The maximum base wage rate shall be increased from \$23.62 to \$25.73, with an annual allowance of \$1.097 due on October 1, 2012, October 1, 2013, and October 1, 2014.
- 3) Telecommunicator wages for the October 1, 2012 through September 30, 2013 contract year shall be as follows: minimum base wage rate shall be increased from \$11.62 to \$12.62, with an annual allowance of \$0.574 due on October 1, 2012,

October 1, 2013, and October 1, 2014. The maximum base wage rate shall be increased from \$17.33 to \$22.57 as of October 1, 2012.

- 4) Respondent shall maintain a step pay plan for Police Officers and shall decrease the number of steps from 9 to 8 and the years to maximum from 8 to 7.5, with the first step as a 6 month step and remaining steps each being one year with mathematically even percentages of income between each step. Respondent shall maintain movement on the pay line based on years of service.
- 5) Respondent shall maintain a step pay plan for Police Sergeants and shall increase the number of steps from 5 to 8 and the years to maximum from 4 to 7.3, with the first step as a 4 month step with remaining steps each being one year with mathematically even percentages of income between each step. Respondent shall maintain movement on the pay line based on years of service.
- 6) Respondent shall maintain a step pay plan for Telecommunicators and decrease the number of steps from 9 to 8 and years to maximum from 8 to 7.3, with the first step as a 4 month step and the remaining steps shall each be one year with mathematically even percentages of income between each step. Respondent shall maintain movement on the pay line based on years of service.
- 7) Respondent shall continue to not offer longevity pay.
- 8) Respondent shall begin providing on call pay and shall set the amount provided.
- 9) Respondent shall continue to provide a minimum of 2 hours call in pay at a rate of 1.5 times the base rate per hour.
- 10) Respondent shall continue to not provide shift differential pay.
- 11) Respondent shall eliminate out of class pay.
- 12) Respondent shall continue to not provide specialty pay.

- 13) Respondent shall continue to provide a minimum of 2 hours court attendance pay at a rate of 1.5 times the base rate per hour.
- 14) Respondent shall decrease the number of holiday days from 11.5 to 10, and shall continue to pay scheduled holidays at 2.5 times the base rate per hour and called in holidays at 2.5 times the base rate per hour.
- 15) Respondent shall create a compensatory time bank and allow employees to bank a maximum of 128.17 accumulated hours.
- 16) Respondent shall continue to compute overtime by counting holidays and not counting vacation, sick leave, or compensatory time.
- 17) Respondent shall continue to consider meal time as work time for sworn employees.
- 18) Respondent shall continue to not provide personal days.
- 19) Respondent shall eliminate the paid time off time bank.
- 20) Respondent shall continue to allow employees to earn vacation leave from the first day of employment.
- 21) Respondent shall begin to allow annual vacation accrual as follows: Year: 1 at 80 hours; 2 through 4 at 82 hours; 5 through 9 at 115 hours; 10 through 14 at 128 hours; 15 and 16 at 146 hours; 17 through 19 at 156 hours; 20 through 22 at 165 hours; 23 and 24 at 170 hours; 25 and 26 at 171 hours; 27 at 172 hours; and 28+ at 186 hours.
- 22) Respondent shall begin to allow employees to carry over 281 vacation hours annually.
- 23) Respondent shall begin to convert vacation to cash upon resignation, dismissal, retirement, or death. Respondent shall not begin to convert vacation to cash annually.
- 24) Respondent shall begin to allow employees to earn 99 hours of sick leave per year and allow a maximum accumulation of 991 hours.

- 25) Respondent shall begin to allow employees to use sick leave for spouse, parents, in-laws, children, grandchildren and siblings.
- 26) Respondent shall begin to convert sick leave to cash upon retirement or death at a rate of 50% of accumulated sick leave, and shall not begin to convert sick leave to cash upon resignation or dismissal.
- 27) Respondent shall not begin to convert sick leave to vacation or cash upon accumulating the maximum amount of sick leave.
- 28) Respondent shall eliminate light duty policy.
- 29) Respondent shall eliminate the separate injury leave policy.
- 30) Respondent shall continue to not offer additional paid leave.
- 31) Respondent shall continue to not offer an employee assistance plan.
- 32) Respondent shall continue to not offer a wellness program.
- 33) Respondent shall continue to allow employees to use funeral leave for spouses, parents, step-parents, in-laws, children, step-children, siblings, and brothers/sisters in-law.
- 34) Respondent shall continue to provide 3 days of funeral leave for immediate family and begin to provide 1 day of funeral leave for non-immediate family.
- 35) Respondent shall continue to provide long term disability and shall eliminate short term disability.
- 36) Respondent shall continue to provide life insurance and pay 100% of premium costs for employees.
- 37) Respondent shall continue to not provide vision insurance.

- 38) Respondent shall continue to provide dental insurance and shall decrease the percentage paid from 61.9% to 31.9% for family coverage and 100% to 38% for single coverage.
- 39) Respondent shall continue to provide for union dues check off.
- 40) Respondent shall continue to not offer educational assistance.
- 41) Respondent shall continue to provide uniforms and not provide a cleaning allowance.
- 42) Respondent shall continue to provide employees with a badge, brass, whistle, night stick, handcuffs, case, flashlight, batteries, a weapon, ammunition clips, shotgun, body armor, belt, vest, and ammunition.
- 43) The fringe benefit and wage offset, as found herein, shall be calculated on an individual employee basis. Respondent shall determine the net lump sum overpayment or underpayment for the contract year for each employee. Any lump sum underpayment for any employee shall be paid by Respondent to each such employee; however, any employee reimbursement shall not exceed the amount of compensation owed to the employee from Respondent.
- 44) The parties shall have twenty-five calendar days to negotiate modification to wages and benefits. If no agreement is reached, the Commission's Order shall be followed as issued.
- 45) Any adjustments in compensation resulting from the Final Order rendered in this matter will be made within 90 days of the Final Order.

All Panel Commissioners join in the entry of this Order.

Entered September 3, 2014.

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS



J. L. Spray, Commissioner

TABLE 1*

CITY OF CRETE

Police Officer

ARRAY	Hourly Wage	
	Minimum	Maximum
Beatrice	\$17.08	\$23.24
Fairbury	\$15.14	\$22.49
Falls City	\$15.77	\$19.80
Nebraska City	\$16.67	\$23.04
Schuyler	\$15.46	\$20.67
Wayne	\$16.66	\$24.61
York	\$16.47	\$21.95
Mean	\$16.18	\$22.26
Median	\$16.47	\$22.49
Midpoint	\$16.32	\$22.37
Crete	\$15.44	\$21.34

*See Exhibits 9 and 517.

TABLE 2*

CITY OF CRETE

Police Sergeant

ARRAY	Hourly Wage	
	Minimum	Maximum
Beatrice	\$20.09	\$27.33
Fairbury		
Falls City	\$18.96	\$22.43
Nebraska City	\$20.31	\$26.41
Schuyler		
Wayne	\$20.10	\$25.97
York	\$19.01	\$25.35
Mean	\$19.69	\$25.50
Median	\$20.09	\$25.97
Midpoint	\$19.89	\$25.73
Crete	\$19.22	\$23.62

*See Exhibits 8 and 516.

TABLE 3***CITY OF CRETE****Telecommunicator**

ARRAY	Hourly Wage	
	Minimum	Maximum
Beatrice	\$13.02	\$17.72
Fairbury		
Falls City	\$11.80	\$17.53
Nebraska City		
Schuyler		
Wayne	\$12.85	\$17.18
York	\$12.53	\$16.77
Mean	\$12.55	\$17.30
Median	\$12.69	\$17.36
Midpoint	\$12.62	\$17.33
Crete	\$11.62	\$17.33

*See Exhibits 10 and 518.

TABLE 4*

CITY OF CRETE

RETIREMENT – HOURLY RATE VALUE CALCULATION

POLICE OFFICER

ARRAY	Type		Employer Percent Contribution	Min. Hourly Wage	Max. Hourly Wage	Pension Min. HRV	Pension Max. HRV
	Defined Benefits	Defined Contribution					
Beatrice		X	6%	\$17.08	\$23.24	\$1.02	\$1.39
Fairbury		X	6%	\$15.14	\$22.49	\$0.91	\$1.35
Falls City	X	X	6%	\$15.77	\$19.80	\$0.95	\$1.19
Nebraska City		X	6%	\$16.67	\$23.04	\$1.00	\$1.38
Schuyler		X	6%	\$15.46	\$20.67	\$0.93	\$1.24
Wayne		X	6%	\$16.66	\$24.61	\$1.00	\$1.48
York		X	6%	\$16.47	\$21.95	\$0.99	\$1.32
Crete		X	6%	\$15.44	\$21.34	\$0.93	\$1.28

*See Exhibits 9, 51, 517 and 523.

TABLE 5*

CITY OF CRETE

RETIREMENT – HOURLY RATE VALUE CALCULATION

POLICE SERGEANT

ARRAY	Type		Employer Percent Contribution	Min. Hourly Wage	Max. Hourly Wage	Pension Min. HRV	Pension Max. HRV
	Defined Benefits	Defined Contribution					
Beatrice		X	6%	\$20.09	\$27.33	\$1.21	\$1.64
Fairbury		X	6%				
Falls City	X	X	6%	\$18.96	\$22.43	\$1.14	\$1.35
Nebraska City		X	6%	\$20.31	\$26.41	\$1.22	\$1.58
Schuyler		X	6%				
Wayne		X	6%	\$20.10	\$25.97	\$1.21	\$1.56
York		X	6%	\$19.01	\$25.35	\$1.14	\$1.52
Crete		X	6%	\$19.22	\$23.62	\$1.15	\$1.42

*See Exhibits 8, 51, 516 and 523.

TABLE 6*

CITY OF CRETE

RETIREMENT – HOURLY RATE VALUE CALCULATION

TELECOMMUNICATOR

ARRAY	Type		Employer Percent Contribution	Min. Hourly Wage	Max. Hourly Wage	Pension Min. HRV	Pension Max. HRV
	Defined Benefits	Defined Contribution					
Beatrice		X	6%	\$13.02	\$17.72	\$0.78	\$1.06
Fairbury		X	6%				
Falls City	X	X	6%	\$11.80	\$17.53	\$0.71	\$1.05
Nebraska City		X	6%				
Schuyler		X	6%				
Wayne		X	6%	\$12.85	\$17.18	\$0.77	\$1.03
York		X	6%	\$12.53	\$16.77	\$0.75	\$1.01
Crete		X	6%	\$11.62	\$17.33	\$0.70	\$1.04

*See Exhibits 10, 51, 518 and 523.

TABLE 7*

**CITY OF CRETE
HEALTH INSURANCE – HOURLY RATE VALUE CALCULATION**

POLICE OFFICER

ARRAY	FAMILY		2/4 PARTY		SINGLE		HRV
Beatrice	9	\$1,275.37			3	\$558.70	\$6.32
Fairbury**	2.5	\$1,855.88			2.5	\$785.52	\$7.62
Falls City	1	\$1,527.66			2	\$658.46	\$5.47
Nebraska City	6	\$1,330.00	0.5	\$1,007.90	0.5	\$517.69	\$7.21
Schuyler	3	\$1,638.92	1	\$1,229.35	3	\$585.41	\$6.51
Wayne	3	\$743.67			1	\$279.09	\$3.62
York	2	\$847.15			7	\$523.31	\$3.43
Crete	2	\$977.72			5	\$598.42	\$4.08

*See Exhibit 78.

**Fairbury includes H.S.A. contribution Family \$2,700 and Single \$1,350.

TABLE 8*

**CITY OF CRETE
HEALTH INSURANCE – HOURLY RATE VALUE CALCULATION**

POLICE SERGEANT

ARRAY	FAMILY		2/4 PARTY		SINGLE		HRV
Beatrice	3	\$1,275.37					\$7.36
Fairbury							
Falls City	1	\$1,527.66			1	\$658.46	\$6.31
Nebraska City	3	\$1,330.00	1	\$1,007.90			\$7.21
Schuyler							
Wayne	1	\$743.67					\$4.29
York	4	\$847.15					\$4.89
Crete	0	\$977.72			2	\$598.42	\$3.45

*See Exhibit 77.

TABLE 9*

**CITY OF CRETE
HEALTH INSURANCE – HOURLY RATE VALUE CALCULATION**

TELECOMMUNICATOR

ARRAY	FAMILY		2/4 PARTY		SINGLE		HRV
Beatrice	5	\$1,275.37			2	558.70	\$6.18
Fairbury							
Falls City	1	\$1,527.66	2	\$1,079.79	1	\$658.46	\$6.27
Nebraska City							
Schuyler							
Wayne	1	\$743.67	2	\$564.98	1	\$279.09	\$3.10
York					5	\$523.31	\$3.02
Crete	0	\$977.72			4	\$598.42	\$3.45

*See Exhibit 79.

TABLE 10*

CITY OF CRETE

HRV with Base Hourly Rate
Officer

ARRAY	Minimum		Maximum		Pension		Pension		HRV	Total		Total Max. Hourly
	Market		Market		Minimum		Maximum			Min. Hourly		
Beatrice	\$17.08		\$23.24		\$1.02		\$1.39		\$6.32	\$24.42		\$30.95
Fairbury	\$15.14		\$22.49		\$0.91		\$1.35		\$7.62	\$23.67		\$31.46
Falls City	\$15.77		\$19.80		\$0.95		\$1.19		\$5.47	\$22.19		\$26.46
Nebraska City	\$16.67		\$23.04		\$1.00		\$1.38		\$7.21	\$24.88		\$31.63
Schuyler	\$15.46		\$20.67		\$0.93		\$1.24		\$6.51	\$22.90		\$28.42
Wayne	\$16.66		\$24.61		\$1.00		\$1.48		\$3.62	\$21.28		\$29.71
York	\$16.47		\$21.95		\$0.99		\$1.32		\$3.43	\$20.89		\$26.70
Mean	\$16.18		\$22.26		\$0.97		\$1.34		\$5.74	\$22.89		\$29.33
Median	\$16.47		\$22.49		\$0.99		\$1.35		\$6.32	\$22.90		\$29.71
Midpoint	\$16.32		\$22.37		\$0.98		\$1.34		\$6.03	\$22.89		\$29.52
									93% of Market	\$21.29		\$27.45
									98% of Market	\$22.44		\$28.93
Crete	\$15.44		\$21.34		\$0.93		\$1.28		\$4.08	\$20.45		\$26.70

*See Exhibits 9, 82, 517.

TABLE 11*

CITY OF CRETE

HRV with Base Hourly Rate
Sergeant

ARRAY	Minimum Market	Maximum Market	Pension Minimum	Pension Maximum	HRV Health	Total Min. Hourly	Total Max. Hourly
Beatrice	\$20.09	\$27.33	\$1.21	\$1.64	\$7.36	\$28.65	\$36.33
Fairbury							
Falls City	\$18.96	\$22.43	\$1.14	\$1.35	\$6.31	\$26.40	\$30.09
Nebraska City	\$20.31	\$26.41	\$1.22	\$1.58	\$7.21	\$28.74	\$35.20
Schuyler							
Wayne	\$20.10	\$25.97	\$1.21	\$1.56	\$4.29	\$25.60	\$31.82
York	\$19.01	\$25.35	\$1.14	\$1.52	\$4.89	\$25.04	\$31.76
Mean	\$19.69	\$25.50	\$1.18	\$1.53	\$6.01	\$26.89	\$33.04
Median	\$20.09	\$25.97	\$1.21	\$1.56	\$6.31	\$26.40	\$31.82
Midpoint	\$19.89	\$25.73	\$1.19	\$1.54	\$6.16	\$26.64	\$32.43
					93% of Market	\$24.78	\$30.16
					98% of Market	\$26.11	\$31.78
Crete	\$19.22	\$23.62	\$1.15	\$1.42	\$3.45	\$23.83	\$28.49

*See Exhibits 8, 81, 516.

TABLE 12*

CITY OF CRETE

HRV with Base Hourly Rate
Telecommunicator

ARRAY	Minimum Market	Maximum Market	Pension Minimum	Pension Maximum	HRV Health	Total Min. Hourly	Total Max. Hourly
Beatrice	\$13.02	\$17.72	\$0.78	\$1.06	\$6.18	\$19.98	\$24.96
Fairbury							
Falls City	\$11.80	\$17.53	\$0.71	\$1.05	\$6.27	\$18.78	\$24.85
Nebraska City							
Schuyler							
Wayne	\$12.85	\$17.18	\$0.77	\$1.03	\$3.10	\$16.72	\$21.31
York	\$12.53	\$16.77	\$0.75	\$1.01	\$3.02	\$16.30	\$20.80
Mean	\$12.55	\$17.30	\$0.75	\$1.04	\$4.64	\$17.95	\$22.98
Median	\$12.69	\$17.36	\$0.76	\$1.04	\$4.64	\$17.75	\$23.08
Midpoint	\$12.62	\$17.33	\$0.76	\$1.04	\$4.64	\$17.85	\$23.03
					93% of Market	\$16.60	\$21.42
					98% of Market	\$17.49	\$22.57
Crete	\$11.62	\$17.33	\$0.70	\$1.04	\$3.45	\$15.77	\$21.82

*See Exhibits 10, 83, 518.

TABLE 13***CITY OF CRETE****Police Officer****Wage Implementation Order**

ARRAY	Hourly Wage	
	Minimum	Maximum
Market Wage from Table 10	\$16.32	\$22.37
Market HRV from Table 10	\$22.89	\$29.52
Crete HRV from Table 10	\$20.45	\$26.70
Percent of Difference	89.34%	90.45%
98% of the Market HRV Midpoint	\$22.43	\$28.93
HRV Difference	\$1.98	\$2.23
Three Year Allowance	\$0.661	\$0.743
Initial Contract Date 10/1/2012	\$16.98	\$23.11
Tuesday, Oct. 1, 2013 Minimum Amount Due Plus any Market Increase**	\$0.661	\$0.743
Wednesday, Oct. 1, 2014 Minimum Amount Due Plus any Market Increase**	\$0.661	\$0.743

*See Exhibits 82 and 143.

**Market Adjustments in years two and three are increase above the Base Wage from Table 10.

TABLE 14***CITY OF CRETE****Police Sergeant****Wage Implementation Order**

ARRAY	Hourly Wage	
	Minimum	Maximum
Market Wage from Table 11	\$19.89	\$25.73
Market HRV from Table 11	\$26.64	\$32.43
Crete HRV from Table 11	\$23.83	\$28.49
Percent of Difference	89.45%	87.85%
98% of the Market HRV Midpoint	\$26.11	\$31.78
HRV Difference	\$2.28	\$3.29
Three Year Allowance	\$0.759	\$1.097
Initial Contract Date 10/1/2012	\$20.65	\$26.83
Tuesday, Oct. 1, 2013 Minimum Amount Due Plus any Market Increase**	\$0.759	\$1.097
Wednesday, Oct. 1, 2014 Minimum Amount Due Plus any Market Increase**	\$0.759	\$1.097

*See Exhibits 81 and 144.

**Market Adjustments in years two and three are increase above the Base Wage from Table 11.

TABLE 15***CITY OF CRETE****Telecommunicator****Wage Implementation Order**

ARRAY	Hourly Wage	
	Minimum	Maximum
Market Wage from Table 12	\$12.62	\$17.33
Market HRV from Table 12	\$17.85	\$23.03
Crete HRV from Table 12	\$15.77	\$21.82
Percent of Difference	88.35%	94.75%
98% of the Market HRV Midpoint	\$17.49	\$22.57
HRV Difference	\$1.72	\$0.75
Three Year Allowance	\$0.574	None
Initial Contract Date 10/1/2012	\$13.19	\$22.57
Tuesday, Oct. 1, 2013 Minimum Amount Due Plus any Market Increase**	\$0.574	None
Wednesday, Oct. 1, 2014 Minimum Amount Due Plus any Market Increase**	\$0.574	None

*See Exhibits 83 and 145.

**Market Adjustments in years two and three are increase above the Base Wage from Table 12.

TABLE 16***CITY OF CRETE****Pay Administration****Police Officer**

ARRAY	Step Plan	Number of Steps	Progression Min to Max	Movement on Payline
Beatrice	YES	8	7.5	Years of Service
Fairbury	YES	5	3.5	Years of Service
Falls City	YES	8	7	Years of Service
Nebraska City	YES	8	Varies	Merit
Schuyler	YES	15	14	Years of Service
Wayne	YES	10	9.5	Years of Service
York	YES	7	5	Years of Service
Mean		9	7.8	
Median		8	7.3	
Midpoint		8	7.5	
Mode	YES			Years of Service
Crete	YES	9	8	Years of Service

*See Exhibits 12 and 514A.

TABLE 17***CITY OF CRETE****Pay Administration****Police Sergeant**

ARRAY	Step Plan	Number of Steps	Progression Min to Max	Movement on Payline
Beatrice	YES	8	7.5	Years of Service
Fairbury	NA			
Falls City	YES	8	7	Years of Service
Nebraska City	YES	8	Varies	Merit
Schuyler	NA			
Wayne	YES	10	9.5	Years of Service
York	YES	7	5	Years of Service
Mean		8	7.3	
Median		8	7.3	
Midpoint		8	7.3	
Mode	YES			Years of Service
Crete**	YES	5	4	Years of Service

* See Exhibits 11 and 514B.

** This is a promotional position – employees never start on Step 1 of the Sergeant Pay Plan

TABLE 18***CITY OF CRETE****Pay Administration****Telecommunicator**

ARRAY	Step Plan	Number of Steps	Progression Min to Max	Movement on Payline
Beatrice	YES	8	7.5	Years of Service
Fairbury				
Falls City	YES	8	7	Years of Service
Nebraska City				
Schuyler				
Wayne	YES	10	9.5	Years of Service
York	YES	7	5	Years of Service
Mean		8	7.3	
Median		8	7.3	
Midpoint		8	7.3	
Mode	YES			Years of Service
Crete	YES	9	8	Years of Service

* See Exhibits 13 and 514C.

TABLE 19*

CITY OF CRETE

LONGEVITY PAY

ARRAY	Yes or No
Beatrice	No
Fairbury	No
Falls City	No
Nebraska City	No
Schuyler	No
Wayne	No
York	Yes
Mean	
Median	
Midpoint	
Mode	No
Crete	No

* See Exhibits 55 and 525.

TABLE 20*

CITY OF CRETE

On Call Pay

ARRAY	Yes or No	Minimum Paid Time	Rate
Beatrice	Yes	Yes	2 hours
Fairbury**	Yes	Yes	1.5 hours
Falls City***	Yes	Yes	\$10 per day
Nebraska City	No	No	
Schuyler	No	No	
Wayne	Yes	Yes	\$5 per hour
York	No	No	
Mean			
Median			
Midpoint			
Mode	Yes		No Mode
Crete	No		

* See Exhibits 56, and 525.

**Fairbury is one hour on week days and two hours on weekends

***Falls City is \$10 per day On Call

TABLE 21***CITY OF CRETE****Call In Pay**

ARRAY	Yes or No	Minimum Paid Time	Time	Rate
Beatrice	Yes	Yes	2	1.5
Fairbury	Yes	Yes	2	1.5
Falls City	Yes	Yes	2	1.5
Nebraska City	Yes	Yes	2	1.5
Schuyler	Yes	Yes	2	1.5
Wayne	Yes	Yes	2	1.5
York	Yes	Yes	2	1.5
Mean			2	1.5
Median			2	1.5
Midpoint			2	1.5
Mode	Yes	Yes		
Crete	Yes	Yes	2	1.5

* See Exhibits 57 and 525.

TABLE 22*

CITY OF CRETE

Shift Differential Pay

ARRAY	Yes or No
Beatrice	Yes
Fairbury	No
Falls City**	Yes/No
Nebraska City	No
Schuyler	No
Wayne	No
York	No
Mean	
Median	
Midpoint	
Mode	No
Crete	No

* See Exhibit 58.

**Falls City is Dispatcher only

TABLE 23***CITY OF CRETE****OUT OF CLASS PAY**

ARRAY	Yes or No	Benefit Amount
Beatrice	Yes	\$0.60 per hour
Fairbury	No	
Falls City	No	
Nebraska City	Yes	None
Schuyler	No	
Wayne	No	
York	Yes	5%
Mean		
Median		
Midpoint		
Mode	No	
Crete	Yes	Next Rate

* See Exhibits 67 and 529.

TABLE 24*

CITY OF CRETE

Specialty Pay

ARRAY	Hazardous Duty	Field Training	Bomb Tech.	Proficiency	SWAT	K-9	Firearms Inst.	Defense Inst.	Armorsers	FTO
Beatrice	NO	YES	NO	NO	NO	NO	NO	NO	NO	NO
Fairbury	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Falls City	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Nebraska City	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Schuyler	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Wayne	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
York	NO	YES	NO	NO	NO	NO	NO	NO	NO	NO
Mean										
Median										
Midpoint										
Mode	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Crete	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO

*See Exhibit 74.

TABLE 25***CITY OF CRETE****Court Attendance Pay**

ARRAY	Yes or No	Minimum Paid Time	Time	Rate
Beatrice	Yes	Yes	2	1.5
Fairbury	Yes	Yes	2	1.5
Falls City	Yes	Yes	2	1.5
Nebraska City	Yes	Yes	2	1.5
Schuyler	Yes	Yes	Actual Time	1.5 at OT
Wayne	Yes	Yes	2	1.5
York	Yes	Yes	2	1.5 at OT
Mean			2	1.5
Median			2	1.5
Midpoint			2	1.5
Mode	Yes	Yes		
Crete	Yes	Yes	2	1.0

* See Exhibits 59 and 530.

TABLE 26*

CITY OF CRETE

HOLIDAYS

ARRAY	Number of Days	Scheduled Rate	Called in Rate
Beatrice	10	2.5	2.5
Fairbury	11	2.5	2.5
Falls City	10.2	2.5	2.5
Nebraska City	9	2.5	2.5
Schuyler	12	2.5	2.5
Wayne	9	2.5	2.5
York	10	2.5	2.5
Mean	10	2.5	2.5
Median	10	2.5	2.5
Midpoint	10	2.5	2.5
Crete	11.5	2.5	2.5

*See Exhibits 27, 31, 32, 538 and 539.

TABLE 27***CITY OF CRETE****Compensatory Time**

Array	Is Compensatory Time Allowed?	Amount That Can Be Banked
Beatrice	Yes	120
Fairbury	Yes	40
Falls City**	Yes	80
Nebraska City	No	
Schuyler	Yes	480
Wayne	Yes	168
York	Yes	50
Mean		156.33
Median		100
Midpoint		128.17
Mode	Yes	
Crete	No	

* See Exhibits 60, and 527.

**Falls City – Employees may request all or part of their comp time balance be converted to monetary compensation on the contract anniversary.

TABLE 28***CITY OF CRETE****Overtime – Leave Time Counted as Time Worked**

ARRAY	Vacation	Sick Leave	Holidays	Comp Time
Beatrice	Yes	Yes	Yes	Yes
Fairbury	Yes	No	Yes	Yes
Falls City	No	No	Yes	No
Nebraska City	No	No	Yes	NA
Schuyler	No	No	No	No
Wayne	No	No	Yes	No
York	No	No	No	No
Mean				
Median				
Midpoint				
Mode	No	No	Yes	No
Crete	NA	NA	Yes	NA

*See Exhibits 61 and 528.

TABLE 29*

CITY OF CRETE

Is meal time considered work time?

Police

ARRAY	Yes or No
Beatrice	Yes
Fairbury	Yes
Falls City	Yes
Nebraska City	No
Schuyler	Yes
Wayne	Yes
York	Yes
Mean	
Median	
Midpoint	
Mode	Yes
Crete	Yes

*See Exhibit 73.

TABLE 30*
CITY OF CRETE
Crete PTO- Comparison of All Paid Leave for 8-hour Shifts

ARRAY	1 st Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	8 th Yr	9 th Yr	10 th Yr	11 th Yr	12 th Yr	13 th Yr	14 th Yr
Beatrice														
Vacation	80	80	80	80	120	120	120	120	120	120	120	120	120	120
Sick Leave	120	120	120	120	120	120	120	120	120	120	120	120	120	120
Total	200	200	200	200	240	240	240	240	240	240	240	240	240	240
Fairbury														
Vacation	80	80	80	80	120	120	120	120	120	144	144	144	144	144
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	176	176	176	176	216	216	216	216	216	240	240	240	240	240
Falls City														
Vacation	48	80	80	80	96	96	96	96	96	120	120	120	120	120
Sick Leave	104	104	104	104	104	104	104	104	104	104	104	104	104	104
Total	152	184	184	184	200	200	200	200	200	224	224	224	224	224
Nebraska City														
Vacation	80	80	80	80	96	96	96	96	96	120	120	120	120	120
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	176	176	176	176	192	192	192	192	192	216	216	216	216	216
Schuyler														
Vacation	96	96	96	96	120	120	120	120	120	144	144	144	144	144
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	192	192	192	192	216	216	216	216	216	240	240	240	240	240
Wayne														
Vacation	85	85	85	85	85	85	85	85	85	127	127	127	127	127
Sick Leave	104	104	104	104	104	104	104	104	104	104	104	104	104	104
Total	189	189	189	189	189	189	189	189	189	231	231	231	231	231
York														
Vacation	88	88	88	88	128	128	128	128	128	128	128	128	128	128
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	184	184	184	184	224	224	224	224	224	224	224	224	224	224
Mean	181	186	186	186	211	211	211	211	211	231	231	231	231	231
Median	184	184	184	184	216	216	216	216	216	231	231	231	231	231
Midpoint	183	185	185	185	214	214	214	214	214	231	231	231	231	231
Crete														
PTO	96	96	96	96	96	96	96	96	96	136	136	136	136	136
Personal Leave	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Total	120	120	120	120	120	120	120	120	120	160	160	160	160	160
Difference	63	65	65	65	94	94	94	94	94	71	71	71	71	71

TABLE 30 – CITY OF CRETE (continued)

ARRAY	15 th Yr	16 th Yr	17 th Yr	18 th Yr	19 th Yr	20 th Yr	21 st Yr	22 nd Yr	23 rd Yr	24 th Yr	25 th Yr	26 th Yr	27 th Yr	Max
Beatrice														
Vacation	160	160	160	160	160	160	160	160	160	160	160	160	160	160
Sick Leave	120	120	120	120	120	120	120	120	120	120	120	120	120	120
Total	280	280	280	280	280	280	280	280	280	280	280	280	280	280
Fairbury														
Vacation	144	144	144	144	144	160	160	160	168	168	176	176	184	240
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	240	240	240	240	240	256	256	256	264	264	272	272	280	336
Falls City														
Vacation	136	136	160	160	160	160	160	160	160	160	160	160	160	160
Sick Leave	104	104	104	104	104	104	104	104	104	104	104	104	104	104
Total	240	240	264	264	264	264	264	264	264	264	264	264	264	264
Nebraska City														
Vacation	144	144	144	144	144	160	160	160	160	160	160	160	160	160
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	240	240	240	240	240	256	256	256	256	256	256	256	256	256
Schuyler														
Vacation	160	160	160	160	160	200	200	200	200	200	200	200	200	200
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	256	256	256	256	256	296	296	296	296	296	296	296	296	296
Wayne														
Vacation	127	127	127	127	127	170	170	170	170	170	170	170	170	212
Sick Leave	104	104	104	104	104	104	104	104	104	104	104	104	104	104
Total	231	231	231	231	231	274	274	274	274	274	274	274	274	316
York														
Vacation	168	168	168	168	168	184	184	184	184	184	184	184	184	184
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	264	264	264	264	264	280	280	280	280	280	280	280	280	280
Mean	250	250	254	254	254	272	272	272	273	273	275	275	276	290
Median	240	240	256	256	256	274	274	274	274	274	274	274	280	280
Midpoint	245	245	255	255	255	273	273	273	274	274	274	274	278	285
Crete														
PTO	136	136	136	136	136	136	176	176	176	176	176	176	176	176
Personal Leave	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Total	160	160	160	160	160	160	200	200	200	200	200	200	200	200
Difference	85	85	95	95	95	113	73	73	74	74	74	74	78	85

*See Exhibit 139.

TABLE 31 *
CITY OF CRETE
Crete PTO- Comparison of All Paid Leave for 10-hour Shifts

ARRAY	1 st Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	8 th Yr	9 th Yr	10 th Yr	11 th Yr	12 th Yr	13 th Yr	14 th Yr
Beatrice														
Vacation	80	80	80	80	120	120	120	120	120	120	120	120	120	120
Sick Leave	120	120	120	120	120	120	120	120	120	120	120	120	120	120
Total	200	200	200	200	240	240	240	240	240	240	240	240	240	240
Fairbury														
Vacation	80	80	80	80	120	120	120	120	120	144	144	144	144	144
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	176	176	176	176	216	216	216	216	216	240	240	240	240	240
Falls City														
Vacation	48	80	80	80	96	96	96	96	96	120	120	120	120	120
Sick Leave	104	104	104	104	104	104	104	104	104	104	104	104	104	104
Total	152	184	184	184	200	200	200	200	200	224	224	224	224	224
Nebraska City														
Vacation	80	80	80	80	96	96	96	96	96	120	120	120	120	120
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	176	176	176	176	192	192	192	192	192	216	216	216	216	216
Schuyler														
Vacation	96	96	96	96	120	120	120	120	120	144	144	144	144	144
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	192	192	192	192	216	216	216	216	216	240	240	240	240	240
Wayne														
Vacation	85	85	85	85	85	85	85	85	85	127	127	127	127	127
Sick Leave	104	104	104	104	104	104	104	104	104	104	104	104	104	104
Total	189	189	189	189	189	189	189	189	189	231	231	231	231	231
York														
Vacation	88	88	88	88	128	128	128	128	128	128	128	128	128	128
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	184	184	184	184	224	224	224	224	224	224	224	224	224	224
Mean	181	186	186	186	211	211	211	211	211	231	231	231	231	231
Median	184	184	184	184	216	216	216	216	216	231	231	231	231	231
Midpoint	183	185	185	185	214	214	214	214	214	231	231	231	231	231
Crete														
PTO	96	96	96	96	96	96	96	96	96	136	136	136	136	136
Personal Leave	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Total	126	126	126	126	126	126	126	126	126	166	166	166	166	166
Difference	57	59	59	59	88	88	88	88	88	65	65	65	65	65

TABLE 31 – CITY OF CRETE (continued)

ARRAY	15 th Yr	16 th Yr	17 th Yr	18 th Yr	19 th Yr	20 th Yr	21 st Yr	22 nd Yr	23 rd Yr	24 th Yr	25 th Yr	26 th Yr	27 th Yr	Max
Beatrice														
Vacation	160	160	160	160	160	160	160	160	160	160	160	160	160	160
Sick Leave	120	120	120	120	120	120	120	120	120	120	120	120	120	120
Total	280	280	280	280	280	280	280	280	280	280	280	280	280	280
Fairbury														
Vacation	144	144	144	144	144	160	160	160	168	168	176	176	184	240
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	240	240	240	240	240	256	256	256	264	264	272	272	280	336
Falls City														
Vacation	136	136	160	160	160	160	160	160	160	160	160	160	160	160
Sick Leave	104	104	104	104	104	104	104	104	104	104	104	104	104	104
Total	240	240	264	264	264	264	264	264	264	264	264	264	264	264
Nebraska City														
Vacation	144	144	144	144	144	160	160	160	160	160	160	160	160	160
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	240	240	240	240	240	256	256	256	256	256	256	256	256	256
Schuyler														
Vacation	160	160	160	160	160	200	200	200	200	200	200	200	200	200
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	256	256	256	256	256	296	296	296	296	296	296	296	296	296
Wayne														
Vacation	127	127	127	127	127	170	170	170	170	170	170	170	170	212
Sick Leave	104	104	104	104	104	104	104	104	104	104	104	104	104	104
Total	231	231	231	231	231	274	274	274	274	274	274	274	274	316
York														
Vacation	168	168	168	168	168	184	184	184	184	184	184	184	184	184
Sick Leave	96	96	96	96	96	96	96	96	96	96	96	96	96	96
Total	264	264	264	264	264	280	280	280	280	280	280	280	280	280
Mean	250	250	254	254	254	272	272	272	273	273	275	275	276	290
Median	240	240	256	256	256	274	274	274	274	274	274	274	280	280
Midpoint	245	245	255	255	255	273	273	273	274	274	274	274	278	285
Crete														
PTO	136	136	136	136	136	136	176	176	176	176	176	176	176	176
Personal Leave	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Total	166	166	166	166	166	166	206	206	206	206	206	206	206	206
Difference	79	79	89	89	89	107	67	67	68	68	68	68	72	79

*See Exhibit 139.

TABLE 32***CITY OF CRETE****PERSONAL DAYS**

ARRAY	Personal	
	Yes or No	Days
Beatrice	No	
Fairbury	No	
Falls City	Yes	3
Nebraska City	Yes	2
Schuyler	No	
Wayne	Yes	2
York	No	
Mean		
Median		
Midpoint		
Mode	No	
Crete	Yes	24 hours for 8-hour shift; 30 hours for 10-hour shift

*See Exhibits 28 and 540.

TABLE 33*

CITY OF CRETE

Does the City have a Time Bank?

ARRAY	Yes or No
Beatrice	No
Fairbury	No
Falls City	No
Nebraska City	No
Schuyler	No
Wayne	No
York	No
Mean	
Median	
Midpoint	
Mode	No
Crete	Yes

*See Exhibit 550 and 22.

TABLE 34*

CITY OF CRETE

VACATION LEAVE

Do employees earn Vacation Leave from the first day of employment?

ARRAY	Yes or No
Beatrice	Yes
Fairbury	No
Falls City	Yes
Nebraska City	Yes
Schuyler	Yes
Wayne	Yes
York	Yes
Mean	
Median	
Midpoint	
Mode	Yes
Crete	Yes

*See Exhibit 24.

TABLE 35*
CITY OF CRETE
Vacation Hours Accrual After...

ARRAY	1 st Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	8 th Yr	9 th Yr	10 th Yr	11 th Yr	12 th Yr	13 th Yr	14 th Yr
Beatrice	80	80	80	80	120	120	120	120	120	120	120	120	120	120
Fairbury	80	80	80	80	120	120	120	120	120	144	144	144	144	144
Falls City	48	80	80	80	96	96	96	96	96	120	120	120	120	120
Nebraska City	80	80	80	80	96	96	96	96	96	120	120	120	120	120
Schuyler	96	96	96	96	120	120	120	120	120	144	144	144	144	144
Wayne	85	85	85	85	85	85	85	85	85	127	127	127	127	127
York	88	88	88	88	128	128	128	128	128	128	128	128	128	128
Mean	80	84	84	84	109	109	109	109	109	129	129	129	129	129
Median	80	80	80	80	120	120	120	120	120	127	127	127	127	127
Midpoint	80	82	82	82	115	115	115	115	115	128	128	128	128	128
Crete														

ARRAY	15 th Yr	16 th Yr	17 th Yr	18 th Yr	19 th Yr	20 th Yr	21 st Yr	22 nd Yr	23 rd Yr	24 th Yr	25 th Yr	26 th Yr	27 th Yr	Max
Beatrice	160	160	160	160	160	160	160	160	160	160	160	160	160	160
Fairbury	144	144	144	144	144	160	160	160	168	168	176	176	184	240
Falls City	136	136	160	160	160	160	160	160	160	160	160	160	160	160
Nebraska City	144	144	144	144	144	160	160	160	160	160	160	160	160	160
Schuyler	160	160	160	160	160	200	200	200	200	200	200	200	200	200
Wayne	127	127	127	127	127	170	170	170	170	170	170	170	170	212
York	168	168	168	168	168	184	184	184	184	184	184	184	184	184
Mean	148	148	152	152	152	171	171	171	172	172	173	173	174	188
Median	144	144	160	160	160	160	160	160	168	168	170	170	170	184
Midpoint	146	146	156	156	156	165	165	165	170	170	171	171	172	186
Crete														

*See Exhibits 23 and 531.

TABLE 36***CITY OF CRETE****VACATION – MAXIMUM CARRYOVER PER YEAR**

ARRAY	Yes or No	Annual Maximum
Beatrice	Yes	320
Fairbury	Yes	300
Falls City	Yes	240
Nebraska City	Yes	320
Schuyler	Yes	280
Wayne	Yes	280
York	Yes	234
Mean		282
Median		280
Midpoint		281
Mode	Yes	
Crete		

*See Exhibits 25 and 532.

TABLE 37***CITY OF CRETE****VACATION – CONVERSION TO CASH**

ARRAY	Resignation	Dismissal	Retirement	Death	Annual
Beatrice	Yes	Yes	Yes	Yes	No
Fairbury	Yes	No	Yes	Yes	No
Falls City	Yes	Yes	Yes	Yes	Yes
Nebraska City	Yes	Yes	Yes	Yes	No
Schuyler	Yes	Yes	Yes	Yes	Yes
Wayne	Yes	Yes	Yes	Yes	No
York	Yes	Yes	Yes	Yes	No
Mean					
Median					
Midpoint					
Mode	Yes	Yes	Yes	Yes	No
Crete					

*See Exhibits 26 and 533.

TABLE 38***CITY OF CRETE****SICK LEAVE****Number of Hours Earned Per Year and Maximum Accumulation**

ARRAY	Hours Earned Per Year	Maximum Accumulation
Beatrice	96 12 hr. shift personnel earn 120 hrs.	1040
Fairbury	96	960
Falls City	104	960
Nebraska City	96	840
Schuyler	96	960
Wayne	104	1440
York	96	960
Mean	102	1023
Median	96	960
Midpoint	99	991
Crete	N/A	N/A

*See Exhibits 14, 15, and 534.

TABLE 39*

CITY OF CRETE

Immediate Family

Can employees use Sick Leave for:

ARRAY	Spouse	Parents	In-Laws	Child	Grandchild	Siblings
Beatrice	Yes	Yes	Yes	Yes	Yes	Yes
Fairbury	Yes	Yes	Yes	Yes	Yes	Yes
Falls City	Yes	Yes	No	Yes	No	No
Nebraska City	Yes	Yes	Yes	Yes	Yes	Yes
Schuyler	Yes	Yes	Yes	Yes	Yes	Yes
Wayne	Yes	Yes	Yes	Yes	Yes	Yes
York	Yes	Yes	Yes	Yes	Yes	Yes
Mode	Yes	Yes	Yes	Yes	Yes	Yes
Crete						

*See Exhibits 18, 19, 535.

TABLE 40***CITY OF CRETE****SICK LEAVE – CONVERSION TO CASH**

ARRAY	Resignation	Dismissal	Retirement	Death
Beatrice	50%	50%	50%	50%
Fairbury	100%	No	100%	100%
Falls City	No	No	25%	No
Nebraska City	No	No	50%	25%
Schuyler	50%	No	50%	50%
Wayne	No	No	25%	25%
York**	Yes/No	No	50%	50%
Mean			50%	50%
Median			50%	50%
Midpoint			50%	50%
Mode	Bi-Modal	No		
Crete				

*See Exhibits 17 and 537.

**York – 25% paid out after 20 years of service

TABLE 41***CITY OF CRETE****SICK LEAVE****Maximum Sick Leave Conversion**

ARRAY	Vacation		Cash	
	Yes or No	Limit	Yes or No	Limit
Beatrice	No		Yes	hours in excess
Fairbury**	Yes		No	
Falls City	No		No	
Nebraska City	Yes		No	
Schuyler	No		No	
Wayne	No		No	
York	No		No	
Mean				
Median				
Midpoint				
Mode	No		No	
Crete				

*See Exhibits 16.

**Fairbury – Article 17.4 – 25% applied to vacation

TABLE 42*

CITY OF CRETE

Light Duty Policy

ARRAY	Is There a Light Duty Policy?
Beatrice	If available work to be done, light duty is offered
Fairbury	No
Falls City	Yes, if employee can be provided with work that fits with the restriction and doctor must sign form
Nebraska City	No
Schuyler	No
Wayne	No
York	Yes, based on doctor's approval and available duties
Mode	No
Crete	Yes, supervisor's discretion per doctor's release

*See Exhibit 545.

TABLE 43*

CITY OF CRETE

INJURY LEAVE – POLICE

Do you have a separate Injury Leave Policy?

ARRAY	Yes or No
Beatrice	YES
Fairbury	NO
Falls City	NO
Nebraska City	NO
Schuyler	NO
Wayne	NO
York	YES
Mode	NO
Crete	YES

*See Exhibits 34 and 544.

TABLE 44*

CITY OF CRETE

Additional Paid Leave

Array	Yes/No	Purpose
Beatrice	No	N/A
Fairbury	No	N/A
Falls City	Yes	Pall Bearer, Honor Guard (max.4 hrs.) And Blood Donation
Nebraska City	Yes	Blood Donation and Mentoring for Teammates
Schuyler	No	N/A
Wayne	Yes	Sick Leave Donation Policy
York	No	N/A
Mode	No	
Crete	No	N/A

*See Exhibit 543

TABLE 45*

CITY OF CRETE

Employee Assistance Program Provided

Array	Yes/No
Beatrice	Yes
Fairbury	No
Falls City	No
Nebraska City	Yes
Schuyler	No
Wayne	No
York	Yes
Mode	No
Crete	No

*See Exhibit 559.

TABLE 46*

CITY OF CRETE

Wellness Program

Array	Wellness Program Provided
Beatrice	No
Fairbury	No
Falls City	No
Nebraska City	Yes
Schuyler	No
Wayne	Yes
York	No
Mode	No
Crete	No

*See Exhibit 560.

TABLE 47***CITY OF CRETE****FUNERAL LEAVE****Time Allowed – Immediate and Secondary**

ARRAY	Yes or No	Immediate Days	Secondary Days
Beatrice	Yes	5	1.5
Fairbury	Yes	3	1
Falls City	Yes	3	1
Nebraska City	Yes	3	vacation
Schuyler	No	NA	NA
Wayne	No	NA	0.5
York	Yes	3	1.5
Mean		3.4	1.0
Median		3.0	1.0
Midpoint		3.0	1.0
Mode	Yes		
Crete	Yes	3	0

*See Exhibits 20 and 541.

TABLE 48*

CITY OF CRETE

Funeral Leave - Immediate Family

ARRAY	Spouse	Parents	Step Parent	In-Law	Child	Step Child	Siblings	Brother/Sister In Laws
Beatrice	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Fairbury	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Falls City	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nebraska City	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Schuyler	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Wayne	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
York	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mode	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Crete	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

*See Exhibits 21 and 532.

TABLE 49*

CITY OF CRETE

DISABILITY PLANS

ARRAY	Long Term Disability?	Short Term Disability?
Beatrice	YES	NA
Fairbury	NO	NO
Falls City	YES	NO
Nebraska City	YES	NO
Schuyler	NO	NO
Wayne	YES	YES
York	NO	NO
Mode	YES	NO
Crete	YES	YES

*See Exhibits 33, 352 and 353.

TABLE 50*

CITY OF CRETE

LIFE INSURANCE

ARRAY	% Employer Paid
Beatrice	100%
Fairbury	100%
Falls City	100%
Nebraska City	100%
Schuyler	100%
Wayne	100%
York	100%
Mean	100%
Median	100%
Midpoint	100%
Crete	100%

*See Exhibit 50.

TABLE 51*

CITY OF CRETE

VISION INSURANCE

ARRAY	Provided? Yes or No
Beatrice	Yes
Fairbury	Yes
Falls City	No
Nebraska City	Yes
Schuyler	No
Wayne	No
York	No
Mode	No
Crete	No

*See Exhibit 554.

TABLE 52*

CITY OF CRETE

DENTAL INSURANCE

ARRAY	Dental Provided	% Employer Paid Family	% Employer Paid Single
Beatrice	Yes	0%	0%
Fairbury	Yes	36%	100%
Falls City**	Yes	N/A	N/A
Nebraska City	Yes	85%	85%
Schuyler	Yes	0%	0%
Wayne	No	N/A	N/A
York	Yes	33%	33%
Mode	Yes		
Mean		31%	44%
Median		33%	33%
Midpoint		31.9%	38%
Crete	Yes	61.9%	100%

*See Exhibits 43 and 44 and 45.

**Dental insurance available but none enrolled at this time

TABLE 53*

CITY OF CRETE

UNION DUES CHECK OFF

ARRAY	Yes or No
Beatrice	Yes
Fairbury	Yes
Falls City	Yes
Nebraska City	NA
Schuyler	NA
Wayne	No
York	Yes
Mode	Yes
Crete	Yes

*See Exhibits 65 and 558.

TABLE 54*

CITY OF CRETE

EDUCATIONAL ASSISTANCE

ARRAY	YES/NO
Beatrice	Yes
Fairbury	No
Falls City	No
Nebraska City	Yes
Schuyler	No
Wayne	No
York**	Yes
Mode	No
Crete	No

*See Exhibits 66 and 555.

**York requires a grade of C.

TABLE 55***CITY OF CRETE****UNIFORMS**

ARRAY	Paid by the Employer?	Amount	Does Money Get Paid Directly to Employee?	Provide Cleaning Allowance?
Beatrice	Yes	Provided	No	Yes, \$300/yr
Fairbury	Yes	Provided	No	No
Falls City	Yes	Provided	No	No
Nebraska City	Yes	\$350	No	No
Schuyler	Yes	Varies	No	No
Wayne	Yes	Provided	No	Yes, Budget of \$962 for entire department
York	Yes	Provided	No	Yes, \$60/month
Mode	Yes	Provided	No	No
Crete	Yes	Provided	No	No

*See Exhibits 64 and 556.

TABLE 56*

CITY OF CRETE

Law Enforcement Equipment Provided

ARRAY	Badge	Brass	Whistle	Night Stick	Handcuffs	Case	Flashlight	Batts	Weapon	Ammo Clips	Shotgun	Body Armor	Belt	Vest	Ammo
Beatrice	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Fairbury	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
Falls City	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nebraska City	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Schuyler	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Wayne	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
York	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mode	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Crete	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

*See Exhibits 62, 63 and 557.